

AGREEMENT FOR ADVISORY SERVICES

This Agreement is made by and between the Office of Commercial Affairs of the Royal Thai Ministry of Commerce in Washington, D.C., represented by its duly authorized officials (hereinafter called "the Client") and Pilot Rock Global Strategies LLC, 10823 Littleford Lane, Kensington, MD 20895. (hereinafter called "the Firm").

WHEREAS, in consideration of the services hereinafter stated, the Client is willing to hire the Firm to advise the Client to retain and expand Thailand's eligibility under the U.S. Generalized System of Preferences (GSP) program; and the Firm is willing to render such services to the Client;

NOW, THEREFORE, the parties agree as follows:

Article 1. Service of this Agreement

1.1 The purpose of this Agreement is to make available to the Client advisory services (hereinafter called "the Services") by the Firm as shown in Appendix A (per the attached Terms of Reference).

1.2 The Firm agrees to render the Services as detailed in Appendix A (per the attached Terms of Reference).

Article 2. Duration

2.1 This Agreement, upon the execution of the same by all parties, will take effect on February 16 2021, and will expire on September 30, 2021.

Article 3. Fees and Expenses

3.1 The Client shall pay the Firm its fees and reimburse its expenses for the services rendered under this Agreement in the total amount of US \$41,054 (with monthly payments at the end of February of \$2,554, and at the end of each subsequent month of US \$5,500 against a monthly invoice).

3.2 Taxes, which may be incurred by the Firm on payments made by the Client for services rendered under this Agreement, shall be the responsibility for taxes incurred in Thailand and the responsibility of the Firm for taxes incurred outside Thailand.

Article 4. Method of Payment

4.1 The fees (inclusive of expenses) shall be billed by invoice to the Client by the Firm at the end of month as indicated in Article 3. Each invoice will be accompanied by a monthly progress report.

4.2 Payment shall be made by the Client in U.S. dollars by wire transfer or check within 30 days from the date of invoices issued under Article 4.1., and mailed to Pilot Rock Global Strategies LLC, 10823 Littleford Lane, Kensington MD 20895.

Article 5. Termination

5.1 Should either party default in the execution of its obligations under this Agreement, the other party shall give the defaulting party notice in writing to remedy such default promptly.

5.2 Failure of the defaulting party in taking corrective measures as required by the other party within 15 (fifteen) days of receipt of such notice shall constitute a sufficient cause for the other party to terminate this Agreement.

5.3 In the event of termination of this Agreement due to the fault of the Client, the Client shall compensate the Firm for its fees and expenses incurred for the services performed up to the effective date of termination in connection with the termination of the Agreement.

5.4 In the event of termination of this Agreement due to the fault of the Firm, the Firm agrees to pay the Client a penalty in the amount of ten percent (10%) of the total contract amount as stated in Article 3, Section 3.1 of this Agreement.

5.5 This Agreement may be terminated by convenience of the Client, at any time, by sending notice to the Firm not less than 30 (thirty) days in advance. The Firm shall receive remuneration from the Client for services performed up to the effective date of termination.

5.6 This Agreement will be terminated if, for any professional or ethical reasons or other reasons beyond the control of the Firm, that the Firm cannot proceed with the representation. The Firm shall receive remuneration from the Client for services performed up to the effective date of termination.

Article 6. The Rights and Duties of the Firm

6.1 The Firm and its staff, in advising and acting for the Client, shall at all times perform the Services by using all reasonable skill, care and due diligence, and efficiency, and shall carry out their professional obligations in accordance with recognized international professional standards.

6.2 The Client agrees that the Firm's representation in this matter will not preclude the Firm from representing other Clients, whenever such representation can be undertaken consistent with applicable ethical and professional rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

DATE: *February 12, 2021*

The Firm



M. Elena Bryan
Managing Director
Pilot Rock Global Strategies LLC

DATE:

2/12/2021

The Client



Mr. Noppadon Kuntamas
Minister (Commercial)
Office of Commercial Affairs
Royal Thai Embassy
Washington, D.C.

APPENDIX A

Pilot Rock Global Strategies LLC

Terms of Reference for Advisory Services on Thailand's Participation in the U.S. Generalized System of Preferences Program

The Terms of Reference (TOR) issued by the Royal Thai Embassy's Office of Commercial Affairs (OCA) outlines advisory services to be provided across five areas ("service lines") during the period from February 16, 2021 through September 30, 2021. Pilot Rock Global Strategies LLC ("Consultant") makes the following proposal:

1. SERVICE LINES

Service Line One

Assist and advise Thailand in its efforts to maintain GSP privileges per criteria for country eligibility under GPS, as well as to regain GSP eligibility for products USTR chose to be removed from the GSP for Thailand on April 25, 2020 under the worker rights country practice review and on December 30, 2020, related to pork market access.

Service Line Two

Assist and advise Thailand within the TIFA process and within the GSP country practice reviews.

Service Line Three

Monitoring, analyzing, and reporting on any development activities of the Generalized System of Preferences that may affect trade between the U.S. and Thailand.

Service Line Four

Advise and assist Thailand to maintain GSP eligibility of individual exports in the 2020/2021 GSP Annual Review pertinent to the operation of competitive need limitations, Redesignation, and petitioned products adding and removal.

Service Line Five

Continue Thailand's leadership of the Alliance of GSP Countries, which is essential to maintaining ongoing communication with the Administration on GSP administration and decision-making.

2. TIMELINE OF ACTIVITIES

Activities under the TOR will start immediately upon the beginning of the contract period. Timing of specific activities will be agreed with OCA after discussion.

3. ANTICIPATED FEE

The proposed amount to complete the indicated tasks is \$41,054 or \$5,500 per month for the term of service from February 16, 2021, through September 30, 2021. Because the contract starts mid-month, the fee for February 16-28, 2021, is calculated at 13/28 days or \$2,554. Included are monthly meetings with OCA to discuss deliverables and provide ongoing advice. As well as monthly monitoring reports on any relevant activities of the GSP that may affect trade between the U.S. and Thailand. Each monthly invoice will be accompanied by a progress report on activities under the contract.

4. DELINEATION OF TASKS

Service Line One

Assist and advise Thailand in its efforts to maintain GSP benefits, as well as to regain GSP eligibility for products USTR chose to be removed from the GSP for Thailand on April 25, 2020 under the worker rights country practice review and on December 30, 2020, related to pork market access.

- Component One: Develop and advise on execution of strategies to resolve issues that could lead to restoration of those GSP benefits removed on April 25, 2020 and December 30, 2020.
- Component Two: Prepare talking points for Office of Commercial Affairs (OCA) to keep USTR and other relevant agencies updated on progress, if any, in addressing worker rights and pork market access concerns in Thailand.
- Component Three: Assist OCA, if requested, in preparing for any meetings and/or Digital Videoconferences (DVCs) with USTR. This will include identifying optimal strategies, specifying and outlining any materials to be provided to USTR, and preparing talking points.

Service Line Two

Assist and advise Thailand within the TIFA process and on GSP country practice reviews.

- Component One: Assess status of agreed plan and milestones for past and current progress of bilateral cooperation and commitments within the TIFA and related DVCs. Update the plan as necessary in view of the current status of discussions.
- Component Two: Monitor the progress, review Thai submissions, and assist in preparation of talking points for the DVCs and TIFA meetings.

Service Line Three

Monitoring, analyzing, and reporting on development activities of the Generalized System of Preferences (GSP) that may affect trade between the U.S. and Thailand.

- Component One: Provide monitoring reports on any development activities of the Generalized System of Preferences (GSP) that may affect trade between the U.S. and Thailand. Analyze the position of the Biden Administration on GSP.
- Component Two: Monitor any developments on the reauthorization prospects of GSP in light of the expiration of the program on December 31, 2020. Advise on strategy/actions to promote reauthorization of the GSP program.

Service Line Four

Assist and advise Thailand to maintain and obtain GSP eligibility of individual exports in the 2020/2021 GSP Annual Review pertinent to the operation of competitive need limitations (CNL), Redesignation, and petitioned product adding and removals.

- Component One: Monitor USTR plans for the 2020/2021 Annual Review. As necessary within the contract period, prepare inputs to USTR for competitive need limitation and de minimis waivers, redesignation requests, and requests to continue "super-CNL" waivers. Prepare for a public hearing of the GSP Subcommittee, if required.
- Component two: Review and advise on any issue concerning GSP eligibility criteria.

Service Line Five

Continue Thailand's leadership of the Alliance of GSP Countries, which is essential to understanding, strategizing for, and responding to the Administration's actions toward Thailand. Maintaining this neutral communication line with the Administration on GSP administration and decision-making is also essential to Thailand's eligibility retention and re-designation, as necessary.

- Component One: Communicate with Alliance members and, as needed, organize one or two Alliance meetings during the contract period, if desired by OCA.
- Component Two: Explore effective ways for the Alliance to express support for GSP reauthorization.